

PO Num: 4700063336

[Please include this number in all invoices, packing lists, and shipping documents]

Carr. 176 Km 1.3, Cupey Bajo, San Juan, PR 00926

Telephone: 787-759-9999

Vendor/Suplidor: 2010803

DACAS CORP NW 30TH 8240

TERRACE DORAL US, 33122 Ph/Fax: 786-773-2212 / 000-000-0000

Email: USA@DACAS.COM

Deliver to/Entregar en:

**EVERTEC** 

622-FACILITY & WHSE CUPEY CENTER

CARRETERA 176 KM 1.3, EDIF. D

RIO PIEDRAS PR 00926

Bill to/Facturar a:

Evertec Group, LLC

PO BOX 364527

San Juan PR 00936-4527

Email: evertec-payables@evertecinc.com

PO Status:

Approved,Revised PINC Pur Order

PO Type: Date:

03/06/2020

**Page:** 1 of 8

Payment terms/Términos de pago: Net due in 60 days

Freight terms/Términos de embarque: FOB, DESTINATION

Header Notes/Notas: PO 4700063336 Vendor 2010803 DACAS CORP SO 12477 Autoridad de Edificios Publicos JULIO PASCUAL

Buyer/Comprador: ELVIN SERRANO

**Ph/Fax:** 787-759-9999 / 787-281-5251

Email: elserrano@evertecinc.com

Line Part No. Manufacturer  Número Manufacturero	Item Description Descripción	U/M	Quantity Cantidad	Due Date Fecha de Entrega	Unit Price USD Precio Unidad	Total USD
070	388048 R330 MID RANGE SERVER ASBCE	EA	3.000	04/07/2020		
	Requisitioner:					
080	397092 AURA R8 CORE SUITE UPGRADE/UPLIFT	EA	1,877.000	04/07/2020		
	Requisitioner:					
090	397109 AURA R8 ANALOG UPGRADE LIC: NU	EA	184.000	04/07/2020		
	Requisitioner:					
100	397941 SESSION MANAGER R8 SYSTEM LIC:DS;	EA	1.000	04/07/2020		
	Requisitioner:					
110	397945 SM BRANCH SESSION MANAGER (BSM) R	EA	15.000	04/07/2020		
	Requisitioner:					
120	405362641 POWER CORD USA	EA	6.000	04/07/2020		
	Requisitioner:					
130	700514239 ASBCE R8.x SYSTEM SOFTWARE DVD	EA	3.000	04/07/2020		
	Requisitioner:					
			_	-	Page / Sub	-Total \$

"All invoices must include corresponding tax, if applicable."

"Toda factura deberá incluir los impuestos correspondientes, según aplique"

Page / Sub-Total \$

Página Tax/Imp. \$
Total \$

Total \$
Order / Sub-Total \$

Orden Tax / Imp. \$
Total \$



# Case:17-03283-LTS Doc#:24481-1 Filed:06/09/23 Entered:06/09/23 15:43:29 Desc: Purchase Order/Orden de Compra Exhibit A Page 2 of 15

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03/06/2020

Page:

2 of 8

Payment terms/Términos de pago: Net due in 60 days

Freight terms/Términos de embarque: FOB, DESTINATION

2010803 DACAS CORP SO 12477 Autoridad de Edificios Publicos JULIO PASCUAL Header Notes/Notas: PO 4700063336 Vendor

Buyer/Comprador: ELVIN SERRANO

Ph/Fax: 787-759-9999 / 787-281-5251

Email: elserrano@evertecinc.com

Line	Part No. Manufacturer Número Manufacturero	Item Description Descripción	U/M	Quantity Cantidad	Due Date Fecha de Entrega	Unit Price Precio U		Total	USD
150		405362641 POWER CORD USA Requisitioner:	EA	4.000	04/07/2020				
160		700514099 ASP 130 DELL R640 SERVER PROFI Requisitioner:	EA	2.000	04/07/2020				
170		381276 APPLIANCE VIRTUAL PLTFRM R7+ SING Requisitioner:	EA	15.000	04/07/2020				
180		700513985 APPLIANCE VIRTUAL PLATFORM R8 Requisitioner:	EA	15.000	04/07/2020				
190		700508955 S8300E SERVER - NON GSA Requisitioner:	EA	15.000	04/07/2020				
200		344223 SA PREFER SUPT AURA R8 ANALOG 1YR Requisitioner:	EA	184.000	04/07/2020				
210		344279 SA PREFER SUPT AURA R8 CORE SUITE Requisitioner:	EA	1,877.000	04/07/2020				
	Page / Sub-Total \$								

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Total Order / Sub-Total \$

Orden Tax / Imp. \$ Total



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ine Part No. Manufacturer Número Manufacturero	Item Description Descripción	U/M	Quantity Cantidad	Due Date Fecha de Entrega	Unit Price USD Precio Unidad	Total USD
220	346231 SA PREFER SUPT ASP VM R4 STANDARD	EA	2.000	04/07/2020		
	Requisitioner:					
230	230200 SA PARTS NBD SUPT CM LARGE GATEWA	EA	6.000	04/07/2020		
	Requisitioner:					
240	255829 SA PARTS NBD SUPT APPL MEDIUM SRV	EA	2.000	04/07/2020		
	Requisitioner:					
250	255829 SA PARTS NBD SUPT APPL MEDIUM SRV	EA	3.000	04/07/2020		
	Requisitioner:					
260	293650 SA PREFER SUPT AAVP R7 SINGLE CPU	EA	15.000	04/07/2020		
	Requisitioner:					
270	230020 SA PARTS NBD SUPT CM SMALL SERVER	EA	15.000	04/07/2020		
	Requisitioner:					
280	230170 SA PARTS NBD SUPT CM MEDIUM GATEW	EA	15.000	04/07/2020		
	Requisitioner:					
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Total \$
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Orden Tax / Imp. \$
Total \$

Email: elserrano@evertecinc.com

Line	Part No. Manufacturer Número Manufacturero	Item Description Descripción	U/M	Quantity Cantidad	Due Date Fecha de Entrega		ce USD Unidad	Total USD	
290		344223 SA PREFER SUPT AURA R8 ANALOG 3YR Requisitioner:	EA	184.000	04/07/2020				
300		344279 SA PREFER SUPT AURA R8 CORE SUITE Requisitioner:	EA	1,877.000	04/07/2020				
310		346231 SA PREFER SUPT ASP VM R4 STANDARD Requisitioner:	EA	2.000	04/07/2020				
320		230200 SA PARTS NBD SUPT CM LARGE GATEWA Requisitioner:	EA	6.000	04/07/2020				
330		255829 SA PARTS NBD SUPT APPL MEDIUM SRV Requisitioner:	EA	2.000	04/07/2020				
340		255829 SA PARTS NBD SUPT APPL MEDIUM SRV Requisitioner:	EA	3.000	04/07/2020				
350		293650 SA PREFER SUPT AAVP R7 SINGLE CPU Requisitioner:	EA	15.000	04/07/2020				
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ine Part No. Manufacturer Número Manufacturero	Item Description Descripción	U/M	Quantity Cantidad	Due Date Fecha de Entrega	Unit Price USD Precio Unidad	Total USD
360	230020 SA PARTS NBD SUPT CM SMALL SERVER	EA	15.000	04/07/2020		
	Requisitioner:					
370	230170 SA PARTS NBD SUPT CM MEDIUM GATEW	EA	15.000	04/07/2020		
	Requisitioner:					
880	344223 SA PREFER SUPT AURA R8 ANALOG 3YR	EA	184.000	04/07/2020		
	Requisitioner:					
390	344279 SA PREFER SUPT AURA R8 CORE SUITE	EA	1,877.000	04/07/2020		
	Requisitioner:					
100	346231 SA PREFER SUPT ASP VM R4 STANDARD	EA	2.000	04/07/2020		
	Requisitioner:					
110	230200 SA PARTS NBD SUPT CM LARGE GATEWA	EA	6.000	04/07/2020		
	Requisitioner:					
20	255829 SA PARTS NBD SUPT APPL MEDIUM SRV	EA	2.000	04/07/2020		
	Requisitioner:					
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430		255829 SA PARTS NBD SUPT APPL MEDIUM SRV	EA	3.000	04/07/2020		
		Requisitioner:					
440		293650 SA PREFER SUPT AAVP R7 SINGLE CPU	EA	15.000	04/07/2020		
		Requisitioner:					
450		230020 SA PARTS NBD SUPT CM SMALL SERVER	EA	15.000	04/07/2020		
		Requisitioner:					
460		230170 SA PARTS NBD SUPT CM MEDIUM GATEW	EA	15.000	04/07/2020		
		Requisitioner:					

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Total \$

### **PURCHASE ORDER TERMS AND CONDITIONS**

Case:17-03283-LTS Doc#:24481-1 Filed:06/09/23 Entered:06/09/23 15:43:29

- Exhibit A Page 7 of 15

  AGREEMENT: This order is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. The delivery of any incidental goods or services relating to this order will also be subject these terms and conditions. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Buyer in writing. To the extent there are any inconsistencies between these terms and those written on he face of this order, the latter will control.
- PRICE; PAYMENTS: Unless otherwise specified, he prices stated on the front of this order include all charges for transportation to point of delivery and taxes. Expenses related to packing, boxing, crating or storage will be Seller's responsibility, unless agreed to o herwise by Buyer. Sales and use taxes not subject to exemption shall be stated separately in Seller' invoice. Seller warrants that the prices quoted in this order are no greater than those currently charged any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer. If Seller invoices Buyer separately for the goods and services pertaining to this order, Seller agrees to send the invoice to Buyer within ninety (90) days following the issuance of his order. Buyer will not honor or otherwise pay any invoice issued later than six (6) months following the delivery of the corresponding goods or services.
- CHANGES; QUANTITY: Buyer may at any time make changes in the scope or quantity of the goods or services covered by this order in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval. No substitution or modification of any goods, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent. Buyer reserves the right to reject any quantity of goods in excess of the quantity requested by Buyer or, in the alternative, pay a reduced price for such excess. If he quantity delivered is less than the quantity originally requested, Buyer will pay same per unit price for the quantity received as for he remainder, once delivered to Buyer.

#### WARRANTY:

- Seller expressly warrants that the goods or services ordered (i) shall be merchantable; (ii) shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; (iii) shall be free from defects in materials and workmanship; (iv) shall be free from defects in design unless the design was supplied by Buyer; (v) shall be of the quality, size and dimensions ordered; (vi) and shall be fit and safe for the intended purposes.
- Seller expressly warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances. b.
- Seller warrants that that Seller will not deliver or offer payments, gifts, goods or favors to any of Buyer's employees in exchange for information or preferen ial treatment.
- d. All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, hen for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.
- INSPECTION; TESTING: Goods purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination, which Buyer agrees to perform within a period of thirty (30) days following delivery. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this order or Seller's representation or warranties, expressed or implied. Buyer will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Buyer, at Seller' risk and expense. Payment for any goods under this order shall not be deemed acceptance of the goods. If, following payment, Buyer rejects or refuses acceptance as contemplated in this section, Seller agrees to refund any monies paid by Buyer for said rejected goods.
- RECALL: In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.
- COMPLIANCE; EQUAL OPPORTUNITY: In filling this order, Seller will comply with all applicable federal, state, and local laws. Furthermore, Seller expressly agrees to comply with all he affirma ive action and non-discrimination provisions against employees or applicants for employment established in 41 C.F.R. 60-1 (prohibi ing discrimination because of race, sex, color, religion and national origin), 41 C.F.R. Part 60-250 (prohibiting discrimination against special disabled veterans), 41 C.F.R. Part 60-300 (prohibiting discrimination against veterans) and 41 C.F.R. Part 60-741 (prohibiting discrimination against qualified individuals with disabilities), which are hereby incorporated by reference, as well as with o her regulations. Executive Order, or statute that may apply.

This contractor and subcontractor shall abide by the requirements of 41 CRF 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

DELIVERY; SCHEDULES; RISK OF LOSS: Unless indicated otherwise in the order, all shipments will be F.O.B. Buyer's Facilities. Shipment will be charged to Buyer at cost and Buyer reserves the right to request evidence of such charges. Shipment or delivery of goods shall be in accordance with the schedule specified in this order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs. Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Buyer.

### INDEMNIFICATION:

- Seller shall defend, indemnify and hold Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all claims , liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by: (i) actual or alleged patent, copyright, or trademark infringement or violation of o her proprietary right, arising out of the purchase, sale, or use of the goods or services covered by this order; (ii) actual or alleged defect in the services or in the design, manufacture, or material of he goods; (iii) actual or alleged breach of warranty; (iv) failure of Seller to deliver the goods or services on a timely basis; or (v) failure of the goods or services to meet the requirements of any applicable law and/or industry standard.
- In the event of a claim under this paragraph, Buyer may at its option terminate this order or defer acceptance of the balance of the goods or services ordered un il the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall at Buyer's option, ei her procure for Buyer the right to continue using the goods, replace the,goods with substan ially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase the goods at the price set forth in this order. This Paragraph 9 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

### Case:17-03283-LTS Doc#:24481-1 Filed:06/09/23 Entered:06/09/23 15:43:29 Desc:

- 10. INSURANCE: Seller shall obtain and keep in force for three years after the years after the
- 11. BUYER-FURNISHED MATERIAL: Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") without Buyer' prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.
- 12. REFERENCES TO BUYER: Except to the extent required by law, Seller shall make no reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of the goods or services covered by this order without the prior written consent of Buyer.
- 13. USE OF SELLER'S INFORMATION: All information disclosed to Buyer in connection with this order is furnished as part of he considera ion for Buyer's placement of this order. This informa ion in not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.

#### 14. TERMINATION:

- a. Buyer may terminate this order, in whole or in part, without liability: (i) if Buyer anticipated Seller' breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; (ii) if deliveries are not made at the time or in the quantities specified; or (iii) in the event of a breach or failure by Seller to meet o her terms of this order. This right shall be in addition to any other remedies provided Buyer by law.
- b. Buyer may terminate this order, in whole or in part, at any time for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the propor ion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termina ion and shall be subject to audit by Buyer.
- c. Upon any termination under this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver hese items to Buyer and take all necessary action to protect such property prior to such delivery.
- d. Termination will not release the party that terminates from any liability which at the time of termination had already accrued to the non-terminating party.

  Furthermore, any such termination will be without prejudice to any rights or remedies any party may have arising out of any breach of any material representation, warranty, covenant or condition by any other party hereto.
- 15. SETOFF: Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transac ion may be set off against any money due Seller under this order.
- 16. ENTIRE AGREEMENT; ASSIGNMENT; SUBCONTRACTING: These terms and conditions and the attached order constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter hereof, which agreements or understandings will be of no force or effect for any purpose. Seller shall not assign this order or subcontract any material portion of the performance of it without Buyer's prior written consent.
- 17. CONTROLLING LAW: This order and the performance under it shall be controlled and governed by the law of the state shown in Buyer's address on the face of this order, and Seller hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute.



PO Num: 4700063337

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Vendor/Suplidor: 2010803 DACAS CORP NW 30TH 8240 TERRACE DORAL US, 33122

Ph/Fax: 786-773-2212 / 000-000-0000

Email: USA@DACAS.COM

Deliver to/Entregar en:

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EVERTEC 622-FACILITY & WHSE CUPEY CENTER CARRETERA 176 KM 1.3, EDIF. D Bill to/Facturar a: Evertec Group, LLC

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**Page:** 1 of 3

Payment terms/Términos de pago: Net due in 60 days

Freight terms/Términos de embarque: FOB,DESTINATION

Header Notes/Notas: PO 4700063337 Vendor 2010803 DACAS CORP SO 12477 Autoridad de Edificios Publicos JULIO PASCUAL

Buyer/Comprador: ELVIN SERRANO
Ph/Fax: 787-759-9999 / 787-281-5251
Email: elserrano@evertecinc.com

Line	Part No. Manufacturer	Item Description	U/M	Quantity	Due Date	Unit Price USD	Total USD
	Número Manufacturero	Descripción		Cantidad	Fecha de Entrega	Precio Unidad	
010		SKUQID1922872-1 FortiGate-100E 1 Year bu Requisitioner:	EA	1.000	04/07/2020		
020		FG-400E-BDL-950-12 Hardware plus 24x7 FC Requisitioner:	EA	1.000	04/07/2020		

Case:17-03283-LTS Doc#:24481-1 Filed:06/09/23 Entered:06/09/23 15:43:29 Exhibit A Page 10 of 15		Sub-Total Tax / Imp.	•
"All invoices must include corresponding tax, if applicable."		Total	\$
	Order /	Sub-Total	\$
"Toda factura deberá incluir los impuestos correspondientes, según aplique"	Orden	Tax / Imp.	\$
		Total	\$

### **PURCHASE ORDER TERMS AND CONDITIONS**

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AGREEMENT: This order is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. The delivery of any incidental goods or services relating to this order will also be subject these terms and condi ions. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Buyer in writing. To the extent there are any inconsistencies between these terms and those written on he face of this order, the latter will control.

- PRICE; PAYMENTS: Unless otherwise specified, the prices stated on the front of this order include all charges for transportation to point of delivery and taxes. Expenses related to packing, boxing, crating or storage will be Seller's responsibility, unless agreed to otherwise by Buyer. Sales and use taxes not subject to exemption shall be stated separately in Seller' invoice. Seller warrants that the prices quoted in this order are no greater than those currently charged any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer. If Seller invoices Buyer separately for the goods and services pertaining to this order, Seller agrees to send the invoice to Buyer within ninety (90) days following he issuance of this order. Buyer will not honor or otherwise pay any invoice issued later than six (6) months following the delivery of the corresponding goods or services.
- CHANGES; QUANTITY: Buyer may at any time make changes in the scope or quantity of the goods or services covered by this order in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of he change. Substitutions or changes in quanti ies or specifications by Seller shall not be made without Buyer's prior written approval. No substitution or modification of any goods, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent. Buyer reserves the right to reject any quantity of goods in excess of the quantity requested by Buyer or, in he alternative, pay a reduced price for such excess. If the quantity delivered is less than the quantity originally requested, Buyer will pay same per unit price for the quantity received as for the remainder, once delivered to Buyer.

#### WARRANTY:

- Seller expressly warrants that the goods or services ordered (i) shall be merchantable; (ii) shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; (iii) shall be free from defects in materials and workmanship; (iv) shall be free from defects in design unless the design was supplied by Buyer; (v) shall be of the quality, size and dimensions ordered; (vi) and shall be fit and safe for the intended purposes.
- b. Seller expressly warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances.
- c. Seller warrants that that Seller will not deliver or offer payments, gifts, goods or favors to any of Buyer's employees in exchange for information or preferential treatment.
- All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of he goods or d. services and shall run through any expiration date stated on the goods, or, if no expira ion date is stated, then for a period of one (1) year after delivery. Claims under these warran ies must be made wi hin the applicable period prescribed by statute.
- INSPECTION; TESTING: Goods purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination, which Buyer agrees to perform within a period of thirty (30) days following delivery. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this order or Seller's representation or warranties, expressed or implied. Buyer will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Buyer, at Seller' risk and expense. Payment for any goods under this order shall not be deemed acceptance of the goods. If, following payment, Buyer rejects or refuses acceptance as contemplated in this section, Seller agrees to refund any monies paid by Buyer for said rejected goods.
- RECALL: In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.
- COMPLIANCE; EQUAL OPPORTUNITY: In filling this order, Seller will comply with all applicable federal, state, and local laws. Furthermore, Seller expressly agrees to comply with all the affirmative action and non-discrimination provisions against employees or applicants for employment established in 41 C.F.R. 60-1 (prohibiting discrimination because of race, sex, color, religion and national origin), 41 C.F.R. Part 60-250 (prohibiting discrimination against special disabled veterans), 41 C.F.R. Part 60-300 (prohibiting discrimination against veterans) and 41 C.F.R. Part 60-741 (prohibiting discrimination against qualified individuals with disabilities), which are hereby incorporated by reference, as well as with other regulations, Executive Order, or statute that may apply.

This contractor and subcontractor shall abide by the requirements of 41 CRF 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

DELIVERY; SCHEDULES; RISK OF LOSS: Unless indicated otherwise in the order, all shipments will be F.O.B. Buyer's Facilities. Shipment will be charged to Buyer at cost and Buyer reserves the right to request evidence of such charges. Shipment or delivery of goods shall be in accordance with the schedule specified in this order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs. Seller shall bear the risk of loss or damage to the goods covered by his order until they are delivered to and accepted by Buyer.

#### 9. INDEMNIFICATION:

- Seller shall defend, indemnify and hold Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all claims , liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by: (i) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale, or use of the goods or services covered by this order; (ii) actual or alleged defect in the services or in the design, manufacture, or material of the goods; (iii) actual or alleged breach of warranty; (iv) failure of Seller to deliver the goods or services on a timely basis; or (v) failure of the goods or services to meet the requirements of any applicable law and/or industry standard.
- In the event of a claim under this paragraph, Buyer may at its option terminate this order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall at Buyer's option, either procure for Buyer the right to continue using he goods, replace the,goods with substantially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase he goods at the price set forth in this order. This Paragraph 9 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

### Case:17-03283-LTS Doc#:24481-1 Filed:06/09/23 Entered:06/09/23 15:43:29 Desc

- 10. INSURANCE: Seller shall obtain and keep in force for three years a text had been in force for three years a text ha
- 11. BUYER-FURNISHED MATERIAL: Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") without Buyer' prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.
- 12. REFERENCES TO BUYER: Except to the extent required by law, Seller shall make no reference, advertisement, or promo ion regarding Buyer or Buyer's purchase or use of the goods or services covered by this order without the prior written consent of Buyer.
- 13. USE OF SELLER'S INFORMATION: All information disclosed to Buyer in connection with this order is furnished as part of the consideration for Buyer's placement of his order. This informa ion in not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.

#### 14. TERMINATION:

- a. Buyer may terminate this order, in whole or in part, without liability: (i) if Buyer anticipated Seller' breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; (ii) if deliveries are not made at the time or in the quantities specified; or (iii) in the event of a breach or failure by Seller to meet o her terms of this order. This right shall be in addition to any other remedies provided Buyer by law.
- b. Buyer may terminate this order, in whole or in part, at any time for its convenience by no ice to Seller in wri ing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer.
- c. Upon any termination under this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.
- d. Termination will not release the party that terminates from any liability which at he time of termination had already accrued to the non-terminating party.

  Furthermore, any such termination will be without prejudice to any rights or remedies any party may have arising out of any breach of any material representation, warranty, covenant or condition by any other party hereto.
- 15. SETOFF: Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of his or any other transaction may be set off against any money due Seller under this order.
- 16. ENTIRE AGREEMENT; ASSIGNMENT; SUBCONTRACTING: These terms and conditions and the attached order constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter hereof, which agreements or understandings will be of no force or effect for any purpose. Seller shall not assign this order or subcontract any material portion of the performance of it without Buyer's prior written consent.
- 17. CONTROLLING LAW: This order and the performance under it shall be controlled and governed by the law of the state shown in Buyer's address on he face of this order, and Seller hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute.

Doral Florida 33122 USA



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### **BILL TO**

**Evertec Group LLC** 

Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

#### SHIP TO

**Evertec Group LLC** 

Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

Purchase Order Nro	Customer ID	Sales Person	Shipping Method	ethod Payment Terms	
4700063336	8971	Francisco Perez		Net - 60	

Qty	Part #	Description	Unit Price	Ext Price
3	388048 HTS CODE:8517.62.0020	R330 MID RANGE SERVER ASBCE ECCN:5A002 COO:		
6	405362641 HTS CODE:8544.42.9090	POWER CORD USA ECCN: EAR99 COO:		
3	700514239 HTS CODE:8523.49.2020	ASBCE R8.x SYSTEM SOFTWARE DVD COO:		
2	700514099 HTS CODE:8471.50.0150	ACP 130 DELL R640 SERVER PROFILE 4 WITH VMS BUNDLE ECCN: 5A992 COO:		
15	700513985 HTS CODE:8523.51.0000	APPLIANCE VIRTUAL PLATFORM R8 MEDIA KIT ECCN:5D992 COO:		
15	700508955 HTS CODE:8517.62.0090	S8300E SERVER - NON GSA ECCN:5A992 COO:		
4	405362641 HTS CODE:8544.42.9090	POWER CORD USA ECCN: EAR99 COO:		

Subtotal: USD **Insurance: USD** Tax: USD Freight: USD Total: USD

### Incoterms: **Bank Details:**

Bank of America ACCT: 005565689932 SWIFT: BOFAUS3M

ABA (Bank transfer): 026009593

ABA (Direct Deposit/Automatic Payment): 063100277

Address for the shipment of checks: 8240 NW 30th Unit 20, Doral, FL 33122, USA.

Doral Florida 33122 USA



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**BILL TO** 

**Evertec Group LLC** 

Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

#### SHIP TO

**Evertec Group LLC** 

Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

Purchase Order Nro	Customer ID	Sales Person	Shipping Method	Payment Terms	
4700063336	8971	Francisco Perez		Net - 60	

Qty	Part #	Description	Unit Price	Ext Price
1877	397092	AURA R8 CORE SUITE UPGRADE/UPLIFT SOFTWARE LIC: NU;CU;SR		
184	397109	AURA R8 ANALOG UPGRADE LIC: NU		
1	397941	SESSION MANAGER R8 SYSTEM LIC:DS;NU;SR		
15	397945	SM BRANCH SESSION MANAGER (BSM) R8 SYSTEM LICENSE LIC:Ds;NU;SR		
15	381276	Avaya - APP VRTL PLTFRM R7 SNGL CPU EMBD ENABLE		
184	344223	SA PREFER SUPT AURA R8 ANALOG 3YR AN PREPD		
1877	344279	SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD		
2	346231	SA PREFER SUPT ASP VM R4 STANDARD SOFTWARE 3YR AN PREPD		
6	230200	SA PARTS NBD SUPT CM LARGE GATEWAY 3YR AN PREPD		
2	255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD		
3	255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD		
15	293650	SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV 3YR AN PREPD		
15	230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD		
15	230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD		

Subtotal: USD **Insurance: USD** Tax: USD Freight: USD Total: USD

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Doral Florida 33166 USA



Page : 1/1

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Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

#### SHIP TO

**Evertec Group LLC** 

Carr. 176 K.m. 1.3 - Cupey Bajo

Rio Piedras - San Juan

Puerto Rico

At:

Phone: 787-759-9999

Email: jjmartinez@evertecinc.com

Purchase Order Nro	Customer ID	Sales Person	Shipping Method	Payment Terms	
4700063336	8971	Francisco Perez		Net - 60	

Qty	Part #	Description	Unit Price	Ext Price
184	344223	SA PREFER SUPT AURA R8 ANALOG 3YR AN PREPD		
1877	344279	SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD		
2	346231	SA PREFER SUPT ASP VM R4 STANDARD SOFTWARE 3YR AN PREPD		
6	230200	SA PARTS NBD SUPT CM LARGE GATEWAY 3YR AN PREPD		
2	255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD		
3	255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD		
15	293650	SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV 3YR AN PREPD		
15	230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD		
15	230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD		

Subtotal: USD **Insurance: USD** Tax: USD Freight: USD Total: USD

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